

# EXHIBIT A.1

## DECLARATIONS

LIBERTY  
MUTUAL

LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

COMPREHENSIVE GENERAL  
LIABILITY POLICY

ACCOUNT NO 03 66 57	SUB ACCT NO. 0000						
POLICY NO. LG1-181-036657-055	TD/CD 23/1	SALES OFFICE Pittsburgh	CODE 831	SALES REPRESENTATIVE Panizza	CODE 6912	N/R 1	1ST YEAR 85

Item 1. Named Insured Allegheny Ludlum Steel Corporation, and as per End. #1  
1000 Six PPG Place, Third Ave.  
Address Pittsburgh, PA 15222

The named insured is: Individual ☐, Partnership ☐, Corporation ☒, Other ☐

Business of named insured is: Steel Mfg.

Item 2. Policy Period: From Mo. 7 Day 1 Year 85 to Mo. 7 Day 1 Year 86  
12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration ☐, Annual ☒, Semi-Annual ☐, Quarterly ☐, Monthly ☐, Flat Charge ☐

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY Deductible Endorsement	\$ See Single each occurrence \$ Limit aggregate Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$120,000
B — PROPERTY DAMAGE LIABILITY Deductible Endorsement	\$ GL 9917 each occurrence \$ End. #2 aggregate Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$ 48,750
MINIMUM PREMIUMS: Bodily Injury Liability \$ 350 Property Damage Liability \$ 150	TOTAL ADVANCE PREMIUM	\$ 168,750

## Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base Receipts	Rates		Advance Premiums	
			Per 1,000 Receipts		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	Code 326 <input checked="" type="checkbox"/>	Code 327 <input type="checkbox"/> 328 <input type="checkbox"/>
All operations of the Named Insured	20050	750,000,000	a) .119 b) .041	a) .048 b) .017	89,250 30,750	36,000 12,750
a) Subject to Retro b) Discounted Excess						

The policy, including all endorsements issued therewith, is hereby countersigned by

\*N\*4R00\*

SCPP

Authorized Representative

LOC. CODE 1 11-13-85	Periodic Payment \$	Rating Basis R <input checked="" type="checkbox"/> NR <input type="checkbox"/>	Audit Basis 1	Home State PA	Pol. H.G. S- <input type="checkbox"/>	Renewal of LG1- NEW	Accounting Entry \$ Dividend for Exp. Period
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL INSURANCE EXCEPT TO THE EXTENT  
OTHERWISE SPECIFICALLY STATED BELOW  
OR IN THE POLICY**

**COMPOSITE RATE ENDORSEMENT**

It is agreed that the premium for this policy shall be computed on the following basis:

1. Per \$1,000 of receipts

The word "receipts" means the gross amount of money charged by the **Named Insured** or by others trading under his name for all goods or products sold or operations performed during the policy period and includes taxes, other than taxes which the **Named Insured** or such others collect as a separate item and remit directly to a governmental division.

2. If under Coverage B — **Property Damage** Liability — an aggregate limit of the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1 above.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis


Issued to

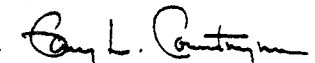
Expiration Date

LG1-181-036657-055

☒ LIBERTY MUTUAL INSURANCE COMPANY

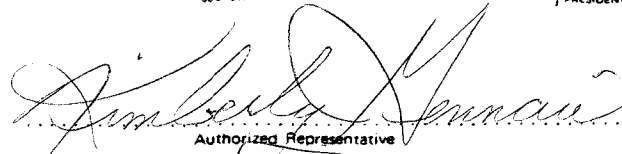
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

  
SECRETARY

  
PRESIDENT

LOC-1

Countersigned by

  
Authorized Representative

L-G 6024

Issued

Sales Office and No.

End. Serial No.

4

NAMED INSURED ENDORSEMENT

It is agreed that:

1. Named Insured - The term "Named Insured" includes in addition to the person or organization named in Item 1 of the declaration:

1. Allegheny Ludlum Steel Corp.
2. Alstrip, Inc. (subsidiary of ALSC)
3. ALS Metals Company
4. Special Materials Division

any any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item 1 of the Declarations or the aforementioned owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

The person or organization named in Item 1 of the Declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

PROVIDED THAT, WITH RESPECT TO ANY SUBSIDIARY DESCRIBED ABOVE BUT NOT NAMED HEREIN, ALLEGHENY LUDLUM STEEL CORPORATION NOTIFIES THE COMPANY, ON A TIMELY BASIS AS FOLLOWS, WHICH IS THE PARENT CORPORATION THEREOF AND WHAT IS THE NATURE OF THE SUBSIDIARIES OPERATION:

- (I) ON OR BEFORE THE EFFECTIVE DATE OF THIS POLICY, IF THE SUBSIDIARY IS OWNED AS OF SUCH DATE, OR
- (II) WITHIN SIXTY (60) DAYS AFTER ACQUISITION OR FORMATION OF THE SUBSIDIARY, IF EITHER IS CONSUMMATED DURING THE POLICY PERIOD, AND DIRECTOR OF RISK MANAGEMENT IS AWARE OF SUCH ACQUISITION.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis

Issued to

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keane* SECRETARY *Ray L. Contrym* PRESIDENT

LOC-1

Countersigned by *[Signature]*

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

1

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**  
**COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**  
**CONTRACTUAL LIABILITY INSURANCE**  
**MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE**  
**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE**  
**OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

**AMENDMENT — LIMITS OF LIABILITY**  
(Single Limit)

(Individual Coverage Aggregate Limit)

**SCHEDULE**

Coverage	Limits of Liability
Bodily Injury Liability and Property Damage Liability	<u>\$1,000,000 each occurrence</u> <u>\$3,000,000 aggregate</u>

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

**LIMITS OF LIABILITY**

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Bodily Injury Liability and Property Damage Liability:**

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages including damages for care and loss of services because of **bodily injury** and **property damage** sustained by one or more persons or organizations as a result of any one **occurrence**, provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
  - (1) all **property damage** arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
  - (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (3) if Products — Completed Operations insurance is afforded, all **bodily injury** and **property damage** included within the **completed operations hazard** and all **bodily injury** and **property damage** included within the products hazard;
- (4) if Contractual Liability Insurance is afforded, all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named insured**;
  - (ii) to the sum of the **damages** for all **bodily injury** and **property damages** described in subparagraph (3); and
  - (iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.
- (c) For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$  
 Effective Date  
 For attachment to Policy or Bond No  
 Audit Basis  
 Issued to

Expiration Date  
 LG1-181-036657-055

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keene* SECRETARY *Ray L. Contryman* PRESIDENT

LOC-1

Countersigned by

*Anthony J. Hennan*  
 AUTHORIZED REPRESENTATIVE  
 End. Serial No. 2

Issued

Sales Office and No.

GL 99 17  
 (3-81)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT**

**I. CONTRACTUAL LIABILITY COVERAGE**

- (A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.
- (B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:
  - (1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;
  - (2) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
    - (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;
  - (4) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
  - (5) to **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad

property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

- (C) The following exclusions applicable to Coverages A (**Bodily Injury**) and B (**Property Damage**) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

- (D) The following additional condition applies:

**Arbitration**

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

**II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE**

- (A) The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
  - (1) to liability assumed by the **insured** under any contract or agreement;
  - (2) to **personal injury** or **advertising injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured**;
  - (3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the



**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT — (Continued)**

**named insured** was made prior to the effective date of this insurance:

- (4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;
- (5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in the declarations of the policy as a **named insured**;
- (6) to **advertising injury** arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to **advertising injury**
  - (a) to any **insured** in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the **insured** with actual malice.

**(C) Limits of Liability**

Regardless of the number of (1) **insureds** hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

**(D) Additional Definitions**

"**Advertising Injury**" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, viola-

tion of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"**Personal Injury**" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or
  - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury**.

**III. PREMISES MEDICAL PAYMENTS COVERAGE**

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury** provided such **bodily injury** arises out of (a) a condition in the **insured premises**, or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under the policy.

This insurance does not apply:

**(A) to **bodily injury****

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
  - (b) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;

**(2) arising out of**

- (a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or



preparation for any such contest or activity, or

- (b) the operation or use of any snowmobile or trailer designed for use therewith.

- (i) owned or operated by or rented or loaned to any **insured**, or

- (ii) operated by any person in the course of his employment by any **insured**;

- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (a) any watercraft owned or operated by or rented or loaned to any **insured**, or

- (b) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on the **insured premises**;

- (4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

**(B) to bodily injury**

- (1) included within the **completed operations hazard** or the **products hazard**;

- (2) arising out of operations performed for the **named insured** by independent contractors other than

- (a) maintenance and repair of the **insured premises**, or

- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (3) resulting from the selling, serving or giving of any alcoholic beverage

- (a) in violation of any statute, ordinance or regulation.

- (b) to a minor.

- (c) to a person under the influence of alcohol, or

- (d) which causes or contributes to the intoxication of any person.

if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor;

- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

**(C) to bodily injury**

- (1) to the **named insured**, any partner thereof, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

- (2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

- (3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

- (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

- (6) if the **named insured** is a club, to any member of the **named insured**;

- (7) if the **named insured** is a hotel, motel, or tourist court, to any guest of the **named insured**;

- (D) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

**LIMITS OF LIABILITY**

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in

the policy as applicable to "each occurrence".

When more than one **medical payments** coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land.

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

##### Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the **insured** or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the **named insured's** business, provided the **named insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the **insured** under any contract or agreement.

(B) The limit of **property damage** liability as

respects this Fire Legal Liability Coverage — Real Property is \$50,000 each **occurrence** unless otherwise stated in the schedule of this endorsement.

(C) The Fire Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

- (1) to property owned or occupied by or rented to the **insured**, or, except with respect to the use of **elevators**, to property held by the **insured** for sale or entrusted to the **insured** for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of **elevators**
  - (a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**;
  - (b) to tools or equipment while being used by the **insured** in performing his operations;
  - (c) to property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**;
  - (d) to that particular part of any property, not on premises owned by or rented to the **insured**,
    - (i) upon which operations are being performed by or on behalf of the **insured** at the time of the **property damage** arising out of such operations, or
    - (ii) out of which any **property damage** arises, or
    - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **insured**;

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT — (Continued)**

- (3) with respect to the **completed operations hazard** and with respect to any classification stated in the policy or in the company's manual as "including completed operations" to **property damage** to work performed by the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

**VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the **insured** for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any **insured** engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

**VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)**

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

**IX. LIMITED WORLDWIDE LIABILITY COVERAGE**

The definition of **policy territory** is amended to include the following:

- (4) Anywhere in the world with respect to **bodily injury, property damage, personal injury or advertising injury** arising out of the activities of any **insured** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to **bodily injury or property damage** included within the **completed operations hazard** or the **products hazard**;
- (b) to Premises Medical Payments Coverage.

**X. ADDITIONAL PERSONS INSURED**

As respects **bodily injury, property damage and personal injury and advertising injury** coverages, under the provision "Persons Insured", the following are added as **insureds**:

- (A) Spouse — Partnership — If the **named insured** is a partnership, the spouse of a partner but only with respect to the conduct of the business of the **named insured**;
- (B) Employee — Any employee (other than executive officers) of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
- (1) to **bodily injury or personal injury** to another employee of the **named insured** arising out of or in the course of his employment;
- (2) to **personal injury or advertising injury** to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (3) to **property damage** to property owned.

occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the **named insured**, or by the **named insured** or, if the **named insured** is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### XI. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the **insured** which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

#### XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word **insured** shall include as **named insured** any organization which is acquired or formed by the **named insured** and over which the **named insured** maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** with respect to which such new organization under this policy is also an **insured** under any other similar liability or indemnity policy or would be an **insured** under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the **named insured**.

#### Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:

Limit of Liability \$ \_\_\_\_\_ Aggregate

Limit of Liability — Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:

\$ \_\_\_\_\_ each person.

Limit of Liability — Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:

\$ \_\_\_\_\_ per occurrence.

#### Premium Basis

\_\_\_\_\_ % of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as Otherwise Determined.

#### Advance Premium

99990 \$ Incl. in Composite

MINIMUM PREMIUM \$

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite

Effective Date

Expiration Date

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis

issued to

LOC-1

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keene* *Gay L. Gentry*  
*Annabel J. Pennac*  
 Countersigned by \_\_\_\_\_  
 Sales Office and No. \_\_\_\_\_ End. Serial No. 3

**AMENDATORY ENDORSEMENT**

It is agreed that End. GL 0404 is amended to exclude B (3)  
of the Additional Persons Insured section of the endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite

Effective Date Expiration Date

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis

Issued to

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keane* SECRETARY *Ray L. Countryman* PRESIDENT

LOC-1

Countersigned by

*Kimberly D. Henneman*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

6

## NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 90\* days after written notice of such cancellation or reduction has been mailed to

Name

Address

Allegheny Ludlum Steel Corporation, et al

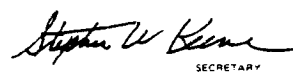
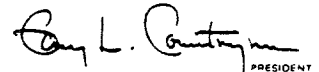
1000 Six PPG Place  
Third Ave.  
Pittsburgh, PA

\*Except for Non-Payment

This endorsement is executed by the company below designated by an entry in the box opposite its name.

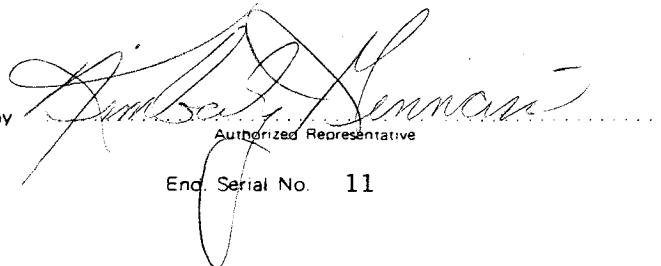
Premium \$  
Effective Date                      Expiration Date  
For attachment to Policy or Bond No. LG1-181-036657-055  
Audit Basis  
Issued to

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

   
SECRETARY                      PRESIDENT

LOC-1

Countersigned by

  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 11



**AMENDATORY ENDORSEMENT**

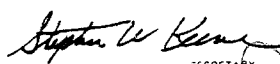

It is agreed that Condition 4 (a) of the policy is amended as follows:

4 (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence has been received by the insured's insurance manager or any other employee acting on behalf of said insurance manager.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

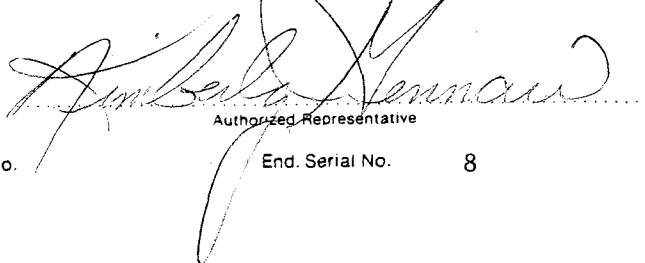
Premium \$  
Effective Date                      Expiration Date  
For attachment to Policy or Bond No.    LG1-181-036657-055  
Audit Basis  
Issued to

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

   
SECRETARY                      PRESIDENT

LOC-1

Countersigned by

  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.                      8

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**BUSINESSOWNERS POLICY LIABILITY  
COMPREHENSIVE GENERAL LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
SMP LIABILITY INSURANCE  
STOREKEEPERS INSURANCE**

**POLLUTION EXCLUSION**

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply to **bodily injury** or **property damage** included within the **product hazard** or the **completed operations hazard** if the discharge, dispersal, release, or escape originates away from premises owned by, rented or loaned to a **named insured**;

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
For attachment to Policy or Bond No. LG1-181-036657-055  
Audit Basis \_\_\_\_\_  
Issued to \_\_\_\_\_

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keene* SECRETARY *Ray L. Conroy* PRESIDENT

LOC-1

Countersigned by

*Ann S. Henneman*  
Authorized Representative

issued

Sales Office and No.

End Serial No. 10

GL 21 31  
(10-81)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COVERAGE A — BODILY INJURY LIABILITY**  
**COVERAGE B — PROPERTY DAMAGE LIABILITY**

**ADDITIONAL INSURED**  
**(Vendors — Broad Form)**

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
    - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Incl. in Composite

Effective Date                      Expiration Date

For attachment to Policy or Bond No.    LG1-181-036657-055

Audit Basis

Issued to

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keane*                      *Ray L. Countryman*  
SECRETARY                                      PRESIDENT

*[Signature]*  
 Authorized Representative

Countersigned by

LOC-1

Issued

Sales Office and No.

End. Serial No.    12

GL 20 15  
 (10/1/66)  
 LC LG LB

**AIRCRAFT BUILDERS PRODUCTS HAZARD EXCLUSION ENDORSEMENT**

It is agreed that this policy, including any endorsement forming a part thereof, does not apply to the aircraft builders products hazard.

As used in this endorsement

- (a) **Aircraft Builders Products Hazard** "Aircraft Builders Products Hazard" means the handling or use of (other than by an insured) or the existence of any condition in an aircraft product when such aircraft product (1) is not in the possession of any named insured and (2) is away from premises owned, rented or controlled by any named insured. Clause (2) foregoing does not apply to a completed aircraft or to any aircraft product forming a part thereof.
- (b) **Aircraft Products** "Aircraft Products" means aircraft (including missiles or spacecraft) and any ground support or control equipment used therewith, and any article furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment, and also means training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice and services and labor relating to such aircraft or articles.
- (c) **Missiles or Spacecraft** (1) After arrival of a missile or spacecraft at a launching site, such missile or spacecraft shall be deemed not to be owned by, loaned to, in the possession or control of or in flight by the Insured; (2) when the Insured removes a missile or spacecraft from the launching site or recovers a missile or spacecraft after completion of its flight for the purpose of returning it to the Insured's premises other than a launching site, such missile or spacecraft shall be deemed to be in the possession or control of the Insured until such missile or spacecraft again arrives at a launching site or the Insured surrenders possession of such missile or spacecraft to a person or organization who is not an Insured under this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$  
 Effective Date                      Expiration Date  
 For attachment to Policy or Bond No. LG1-181-036657-055  
 Audit Basis  
 Issued to

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keene*      *Gary L. Canty*  
SECRETARY                      PRESIDENT

LOC-1

Countersigned by

*Timothy J. Gorman*  
Authorized Representative

Issued

Sales Office and No

End. Serial No. 9

LG 3008

FINAL RETROSPECTIVE PREMIUM ENDORSEMENT

ONE YEAR PLAN

ALLEGHENY LUDLUM STEEL CORPORATION

It is agreed that irrespective of other Premium Retrospective Endorsements, the Final Retrospective Premium for the policies listed below shall be the premiums computed in accordance with the provisions of the following retrospective rating agreement subject to the maximum and minimum retrospective premiums, plus the discounted excess premium.

I. COVERAGES INCLUDED

The rating agreement applies to the following lines of insurance:

All General Liability

provided under the policies listed below and rewrites thereof:

LIST OF POLICIES:

LG1-181-036657-055

II. PERIOD OF THE RATING AGREEMENT

This rating agreement will apply on a combined basis to the coverages as specified in Section I, Coverages Included, for the period commencing... 7-1-85 and terminating 7-1-86.

III. DEFINITION OF TERMS USED IN THE COMPUTATION OF THE RETROSPECTIVE PREMIUM

a. POLICY PREMIUM

Policy premium means the premium for insurance subject to this rating agreement computed in accordance with the provisions of the policies other than this rating agreement and other than any retrospective premium endorsement, premium computation endorsement or premium discount endorsement.

b. STANDARD PREMIUM

Standard premium means policy premium minus the excess premium before the application of any premium discounts.

c. RATABLE INCURRED LOSSES

Ratable incurred losses means the sum of:

1. All losses, including medical, actually paid,
2. reserves for unpaid losses as estimated by the company,
3. premiums on bonds paid for by the company in accordance with the provision of the policies,
4. interest occurring after entry of a judgment against the insured,
5. allocated loss adjustment expenses, and
6. expenses incurred in seeking recovery against a third party, provided as respects the insurance afforded under any

## A. Worker's Compensation and Employer's Liability policy

1. item 3 above shall not apply
2. item 5 above shall apply as respects Employer's Liability coverage only,
3. item 6 above shall apply only if recovery is obtained against the third party.

For the purpose of this definition:

General Liability ratable incurred losses arising out of a single occurrence shall be limited to \$100,000.

IV. RETROSPECTIVE RATING FORMULA

Retrospective Premium means the sum of:

The standard premium multiplied by .272 plus the ratable insured losses multiplied by a factor of 1.20- each multiplied by the tax multiplier of (1.032), plus

Minimum retrospective premium is the amount obtained by the application of a factor of .40 to the standard premium.

Maximum retrospective premium is obtained by the application of a factor of 1.10 to the standard premium.

V. EXCESS PREMIUM1. GENERAL LIABILITY EXCESS PREMIUM

Premium produced by the following rate per \$1000 of sales audited under the provisions of the General Liability policy.



Discounted Rate \$ .058

VI. DATES OF COMPUTATION OF RETROSPECTIVE PREMIUM ( 1 year )

A computation of the retrospective premium based upon the standard and other premium basis and incurred losses, such losses to be valued as of a date six months after termination of the policies, shall be made by the company as soon as practicable after such valuation date.

A further computation of the retrospective premium based upon incurred losses valued as of a date eighteen months after termination of the policies, shall be made by the company as soon as practicable after such valuation date. Such further computation shall be final unless, within ninety days after issuance, the company or the named insured requests a further computation. Any subsequent computations, to be made only at intervals of twelve months, shall be subject to a similar procedure.

VII. PAYMENT OF RETROSPECTIVE PREMIUM

After each computation if the premium thus computed exceeds the premium previously paid for insurance subject to this rating agreement, the name insured shall pay the difference to the company; if less, the company shall return the difference to the named insured.

VIII. CANCELLATION

The cancellation prior to the end of the period of the rating agreement of any policy designated in Section I or rewrites thereof shall be deemed to be cancellation of this rating agreement and the retrospective premium shall be computed in accordance with the following provisions:

a. Cancellation by the Named Insured

In the event of cancellation by the named insured,

- (1) The standard premium for the period in which cancellation is effective shall be computed by applying the short rate percentage corresponding to the time the policy was in force to the standard premium extended pro-rata to a full annual basis. Such standard premium shall be used in computation of the retrospective premium and the Excess Premium and such standard premium shall be the minimum and such premium basis shall be used in computing the minimum premium

- (2) In computing the maximum retrospective premium the standard premium shall be the audited standard premium to the date of cancellation and then extended pro-rata from the date of cancellation to the end of the period of the rating agreement. Cancellation by the company because of non-payment of premium by the named insured shall be deemed to be cancellation by the named insured for the purpose of computing the maximum premium.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement provided , however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement, provided, however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

☐ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keane* SECRETARY *Ray L. Contryman* PRESIDENT

LOC-1

Countersigned by

*James J. Herman*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

**GENERAL LIABILITY  
AMENDATORY ENDORSEMENT — ADDITIONAL DEFINITION**

It is agreed that the following definition is added:

**"loading or unloading"**, with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but **"loading or unloading"** does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

Expiration Date

- ☐ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keane* *Ray L. Gentry*  
SECRETARY PRESIDENT

LOC-1

Countersigned by

*Amber J. Hennan*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

**SPECIAL PREMIUM DISCOUNT ENDORSEMENT**

It is agreed that the Premium Discount Percentages applicable to the Total Standard Premium shall be based upon the estimated annual advance premium and shall not be subject to adjustment on audit as respects the following elements of the Total Standard Premium.

It is further agreed that this Endorsement is not applicable in these States:

Louisiana (not subject to Premium Discount)

Texas

PREMIUM	NORTH CAROLINA	ALL OTHER STATES
GENERAL LIABILITY AND AUTOMOBILE GARAGE LIABILITY		24.2%
TAXICABS, PUBLIC AND PRIVATE LIVERY BUS AND LONG HAUL TRUCKMEN		
ALL OTHER AUTOMOBILE LIABILITY		13.2%

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis

Issued to

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keene* *Ray L. Gentry*  
SECRETARY PRESIDENT

LOC-1

Countersigned by

*James L. Hennrich*  
Authorized Representative

**9272 R3**

5-1-77

— Issued

Sales Office and No

End. Serial No. 5

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE EXCEPT TO THE EXTENT  
OTHERWISE SPECIFICALLY STATED BELOW  
OR IN THE POLICY

ADDITIONAL PERSONS INSURED-EMPLOYEE  
BODILY INJURY TO ANOTHER EMPLOYEE

It is agreed that exclusion (1) of X, Additional Persons Insured, (B) Employee, of the Broad Form Comprehensive General Liability Endorsement GL 0404 does not apply with respect to "bodily injury" or "personal injury" to another employee for claims made or suits brought against such employees as are herein designated while acting within the scope of their duties as such:

Employees

Supervisors and above

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$  
Effective Date                      Expiration Date  
For attachment to Policy or Bond No. LG1-181-036657-055  
Audit Basis  
Issued to

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Kemp*                      *Gay L. Conroy*  
SECRETARY                      PRESIDENT

LOC-1

Countersigned by

*[Signature]*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

7



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
STOREKEEPERS INSURANCE  
SMP LIABILITY INSURANCE**

**Amendatory Endorsement**

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

- (i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or
- (iii) to **bodily injury** sustained by the spouse, child, parent, brother, or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$  
Effective Date                      Expiration Date  
For attachment to Policy No.    LG1-181-036657-055  
Audit Basis  
Issued To

☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

LOC - 1

Countersigned by

*Stephen W. Keene*      *Gregory L. Cunningham*  
SECRETARY                      PRESIDENT  
*[Signature]*      *[Signature]*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

15

GL 00 32  
(4-84)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
SMP LIABILITY INSURANCE**

**PESTICIDE OR HERBICIDE APPLICATOR COVERAGE  
(NORTH CAROLINA AND PENNSYLVANIA)**

It is agreed that with respect to the use or sale of pesticides or herbicides the exclusion relating to contamination or pollution is replaced by the following:

The insurance does not apply to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply:

- (1) if such discharge, dispersal, release or escape is sudden and accidental, or
- (2) if the **named insured** and the **named insured's** employees are certified by a federal or state agency to use or sell pesticides or herbicides.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

Expiration Date

LG1-181-036657-055

☒ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Keane*  
SECRETARY

*Ray L. Conroy*  
PRESIDENT

LOC-1

Countersigned by

*[Signature]*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 14

GL 04 17 06 79

**COMPREHENSIVE GENERAL LIABILITY POLICY****THIS POLICY CLASSIFIED IN DIVIDEND CLASS I  
GENERAL CLASS****LIBERTY  
MUTUAL**

LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

# I

**COVERAGE A—BODILY INJURY LIABILITY**  
**COVERAGE B—PROPERTY DAMAGE LIABILITY**

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

Coverage A. **bodily injury** orCoverage B. **property damage**

to which this policy applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

**Exclusions**

This policy does not apply:

- (a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;
- (b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
  - (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

- (c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;
- (e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any **insured**, or
  - (2) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

- (f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
  - (g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
    - (1) liability assumed by the **insured** under an **incidental contract**, or
    - (2) expenses for first aid under the Supplementary Payments provision;
  - (h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
    - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
    - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
      - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
      - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
- but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
  - (j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;
  - (k) to **property damage** to
    - (1) property owned or occupied by or rented to the **insured**,
    - (2) property used by the **insured**, or
    - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
- but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

**property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

- (l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
  - (2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;
- (n) to **property damage** to the **named insured's products** arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## III PERSONS INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**; and

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,
  - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

## LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage A**—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**."

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of (1) all **bodily injury** included within the **completed operations hazard** and (2) all **bodily injury** included within the **products hazard** shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

**Coverage B**—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the **named insured**.

IV



**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

## V POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

## VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

**"automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

**"bodily injury"** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

**"completed operations hazard"** includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

**"elevator"** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

**"incidental contract"** means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

**"insured"** means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

**"mobile equipment"** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

**"named insured"** means the person or organization named in Item 1 of the declarations of this policy;

**"named insured's products"** means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

**"occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

**"policy territory"** means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

**"products hazard"** includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

**"property damage"** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

## CONDITIONS

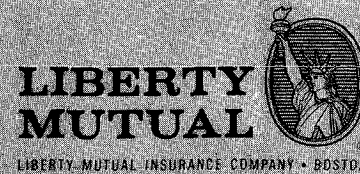
**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

**Inspection and Audit** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

**COMPREHENSIVE GENERAL  
LIABILITY POLICY**



**THIS POLICY IS NONASSESSABLE.**

**OFFICES  
IN  
PRINCIPAL CITIES  
THROUGHOUT  
THE  
UNITED STATES  
AND  
CANADA**



The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3 Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**4 Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5 Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

**6 Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

**Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

**Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

**Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

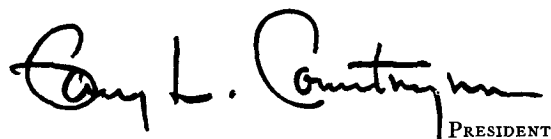
If the **named insured** cancels, return premium shall be 90% of the pro-rata unearned premium. If the company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**Declarations** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**Mutual Policy Conditions** This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

  
 SECRETARY

  
 PRESIDENT

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(Broad Form)**

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection, pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

"**nuclear facility**" means

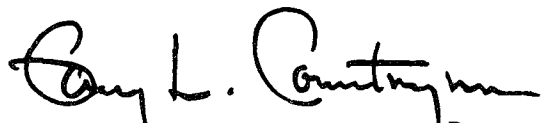
- (a) any **nuclear reactor**,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

  
SECRETARY

  
PRESIDENT

## PERIOD EXTENSION ENDORSEMENT

It is agreed that the policy or binder of which this endorsement is issued to form a part which was originally written to expire 8/30 19<sup>85</sup>, 12:01 A.M., standard time at the address of the named insured as stated in such policy or binder, is extended to expire 10/29 1985, 12:01 A.M., standard time at such address.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

Expiration Date

531844 Casualty-LG

Allegheny Ludlum Steel Corporation

☐ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Bruce E. Boorman*  
SECRETARY

*Melvin B. Bradshaw*  
PRESIDENT

Work Units 1 -

Countersigned by

*Amelia J. Hennan*  
Authorized Representative

2243

ED.1

Issued

8/26/85

Sales Office and No.

Pgh 831

End. Serial No.

Printed  
in  
U.S.A.

**CASUALTY INSURANCE****BINDER****LIBERTY  
MUTUAL**LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY • BOSTON  
LIBERTY INSURANCE CORPORATION

INSURED Allegheny Ludlum Steel Corporation, etal  
20th Floor, Oliver Building  
 ADDRESS Pittsburgh, Pa 15222

Pending the issuance of the policy or policies of the type or types described below, LIBERTY MUTUAL INSURANCE COMPANY or LIBERTY MUTUAL FIRE INSURANCE COMPANY or LIBERTY INSURANCE CORPORATION agrees to insure the insured, but only for the coverages and hazards indicated, in accordance with the provisions of the policy or policies in current use by it. The limit of the Company's Liability or Amount of Insurance against each such coverage and hazard shall be as stated herein, subject to all the terms of the policy having reference thereto, and no insurance is provided for coverages or hazards for which no such limit or amount is stated. Issuance of the executed policy or policies voids this binder as of the effective date of such policy.

This binder may be canceled (1) by the company by written notice to the insured at the address shown above stating when thereafter such cancellation shall be effective, or (2) by the insured by mailing written notice to the company stating when thereafter such cancellation shall be effective.

This binder shall be effective on 7-1-85 at 12:01 A. M., and, unless previously canceled, shall expire on 8-30-85, at 12:01 o'clock A.M., Standard Time, at the address of the insured.

POLICY SYMBOL	POLICY NUMBER (TO BE ASSIGNED)	TYPE OF POLICY	LOCATION NUMBER	LOCATIONS TO WHICH BINDER APPLIES
LG		Comprehensive General Liability		All Locations

**LIMITS OF LIABILITY FOR WORKERS' COMPENSATION, EMPLOYERS' LIABILITY AND GENERAL LIABILITY HAZARDS:**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	
STATES COVERED	
LIMIT OF LIABILITY — COVERAGE B	
BODILY INJURY BY ACCIDENT	\$ _____ EACH ACCIDENT
BODILY INJURY BY DISEASE	\$ _____ EACH PERSON
BODILY INJURY BY DISEASE	\$ _____ POLICY LIMIT

GENERAL LIABILITY					
BODILY INJURY LIMITS			PROPERTY DAMAGE LIMITS		
POLICY SYMBOL	LOCATION NUMBER	HAZARDS* COVERED	EACH OCCURRENCE	AGGREGATE FOR PRODUCTS	NO AGGREGATE LIMIT FOR ELEVATORS OR CERTAIN PREMISES—OPERATIONS HAZARDS
					EACH OCCURRENCE      AGGREGATE
LG		1,2,3	\$1,000,000 3,000,000	Each Occurrence Aggregate	

\*Hazards insured at each location are specified in the "Hazards Covered" column by number:  
 1. Premises Operations—Elevators; 2. Independent Contractors—Protective; 3. Products—Completed Operations; 4. Contractual; 5. Medical Payments

POLICY SYMBOL	SPECIAL PROVISIONS OR AMOUNTS OF INSURANCE FOR OTHER CASUALTY POLICIES
LG	90 Days Notice of Cancellation Except 30 Days Notice for Non Payment Broad Form Comprehensive General Liability Endorsement GL0404 Deductible: \$100,000 Each Multiple Claimant Occurrences (Per Current Endorsement)  Excludes All Pollution Liability and Aircraft Products Liability

This binder when duly countersigned is issued on behalf of LIBERTY MUTUAL INSURANCE COMPANY or LIBERTY MUTUAL FIRE INSURANCE COMPANY or LIBERTY INSURANCE CORPORATION, herein referred to as the Company as respects the indicated coverages under forms customarily written in such Company.

**LIBERTY MUTUAL INSURANCE COMPANY**  
**LIBERTY MUTUAL FIRE INSURANCE COMPANY**  
**LIBERTY INSURANCE CORPORATION**

*Stephen W. Keene* SECRETARY  
*Ray L. Contryman* PRESIDENT

*Deborah J. Leonetti*  
 Countersigned By Authorized Representative

SALES REP AND SALES OFFICE	
Panizza Pgh. 831	
POLICY ISSUING OFFICE	NEW OR REN.
New Castle	New
TYPED BY	DATE
clg	6-18-85

**CASUALTY INSURANCE**

**BINDER**

(PENDING ISSUANCE OF POLICY)

**LIBERTY  
MUTUAL**



LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY • BOSTON  
LIBERTY INSURANCE CORPORATION

## PERIOD EXTENSION ENDORSEMENT

It is agreed that the policy or binder of which this endorsement is issued to form a part which was originally written to expire.....10-29.....19<sup>85</sup>, 12:01 A.M., standard time at the address of the named insured as stated in such policy or binder, is extended to expire.....12-28.....19<sup>85</sup>, 12:01 A.M., standard time at such address.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. 531844 Cas.

Audit Basis

Issued to Allegheny Ludlum Steel Corp. etal

☐ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

*Stephen W. Kene*  
SECRETARY

*Ray L. Countryman*  
PRESIDENT

LOC-1

BS 226

Countersigned by

*Amberly J. Sennan*  
Authorized Representative

**2243**

ED.1

Issued j b 10-16-85 Sales Office and No.Pgh. 831

End. Serial No.

Printed  
in  
USA

*file with Lab policy*  
*on*

FINAL RETROSPECTIVE PREMIUM ENDORSEMENT

ONE YEAR PLAN

ALLEGHENY LUDLUM STEEL CORPORATION

It is agreed that irrespective of other Premium Retrospective Endorsements, the Final Retrospective Premium for the policies listed below shall be the premiums computed in accordance with the provisions of the following retrospective rating agreement subject to the maximum and minimum retrospective premiums, plus the discounted excess premium.

I. COVERAGES INCLUDED

The rating agreement applies to the following lines of insurance:

All General Liability

provided under the policies listed below and rewrites thereof:

LIST OF POLICIES:

LG1-181-036657-055

II. PERIOD OF THE RATING AGREEMENT

This rating agreement will apply on a combined basis to the coverages as specified in Section I, Coverages Included, for the period commencing... 7-1-85 and terminating 7-1-86.

III. DEFINITION OF TERMS USED IN THE COMPUTATION OF THE RETROSPECTIVE PREMIUM

a. POLICY PREMIUM

Policy premium means the premium for insurance subject to this rating agreement computed in accordance with the provisions of the policies other than this rating agreement and other than any retrospective premium endorsement, premium computation endorsement or premium discount endorsement.

b. STANDARD PREMIUM

Standard premium means policy premium minus the excess premium before the application of any premium discounts.



c. RATABLE INCURRED LOSSES

Ratable incurred losses means the sum of:

1. All losses, including medical, actually paid,
2. reserves for unpaid losses as estimated by the company,
3. premiums on bonds paid for by the company in accordance with the provision of the policies,
4. interest occurring after entry of a judgment against the insured,
5. allocated loss adjustment expenses, and
6. expenses incurred in seeking recovery against a third party, provided as respects the insurance afforded under any

A. Worker's Compensation and Employer's Liability policy

1. item 3 above shall not apply
2. item 5 above shall apply as respects Employer's Liability coverage only,
3. item 6 above shall apply only if recovery is obtained against the third party.

For the purpose of this definition:

General Liability ratable incurred losses arising out of a single occurrence shall be limited to \$100,000.

IV. RETROSPECTIVE RATING FORMULA

Retrospective Premium means the sum of:

The standard premium multiplied by .272 plus the ratable insured losses multiplied by a factor of 1.20- each multiplied by the tax multiplier of (1.032),

Minimum retrospective premium is the amount obtained by the application of a factor of .40 to the standard premium.

Maximum retrospective premium is obtained by the application of a factor of 1.10 to the standard premium.

V. EXCESS PREMIUM

1. GENERAL LIABILITY EXCESS PREMIUM

Premium produced by the following rate per \$1000 of sales audited under the provisions of the General Liability policy.

Discounted Rate \$ .058

VI. DATES OF COMPUTATION OF RETROSPECTIVE PREMIUM ( 1 year )

A computation of the retrospective premium based upon the standard and other premium basis and incurred losses, such losses to be valued as of a date six months after termination of the policies, shall be made by the company as soon as practicable after such valuation date.

A further computation of the retrospective premium based upon incurred losses valued as of a date eighteen months after termination of the policies, shall be made by the company as soon as practicable after such valuation date. Such further computation shall be final unless, within ninety days after issuance, the company or the named insured requests a further computation. Any subsequent computations, to be made only at intervals of twelve months, shall be subject to a similar procedure.

VII. PAYMENT OF RETROSPECTIVE PREMIUM

After each computation if the premium thus computed exceeds the premium previously paid for insurance subject to this rating agreement, the name insured shall pay the difference to the company; if less, the company shall return the difference to the named insured.

VIII. CANCELLATION

The cancellation prior to the end of the period of the rating agreement of any policy designated in Section I or rewrites thereof shall be deemed to be cancellation of this rating agreement and the retrospective premium shall be computed in accordance with the following provisions:

a. Cancellation by the Named Insured

In the event of cancellation by the named insured,

- (1) The standard premium for the period in which cancellation is effective shall be computed by applying the short rate percentage corresponding to the time the policy was in force to the standard premium extended pro-rata to a full annual basis. Such standard premium shall be used in computation of the retrospective premium and the Excess Premium and such standard premium shall be the minimum and such premium basis shall be used in computing the minimum premium

- (2) In computing the maximum retrospective premium the standard premium shall be the audited standard premium to the date of cancellation and then extended pro-rata from the date of cancellation to the end of the period of the rating agreement. Cancellation by the company because of non-payment of premium by the named insured shall be deemed to be cancellation by the named insured for the purpose of computing the maximum premium.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement provided , however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement, provided, however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Accepted By LXB  
Allegheny Ludlum Steel Corp.

Date 5/9/86

Title Dir. Risk Mgt

*file on high policy*

*6/3/86 cc M. Haran  
HSH  
Groux*

FINAL RETROSPECTIVE PREMIUM ENDORSEMENT

ONE YEAR PLAN

ALLEGHENY LUDLUM STEEL CORPORATION

It is agreed that irrespective of other Premium Retrospective Endorsements, the Final Retrospective Premium for the policies listed below shall be the premiums computed in accordance with the provisions of the following retrospective rating agreement subject to the maximum and minimum retrospective premiums, plus the discounted excess premium.

I. COVERAGES INCLUDED

The rating agreement applies to the following lines of insurance:

All General Liability

provided under the policies listed below and rewrites thereof:

LIST OF POLICIES:

LG1-181-036657-055

II. PERIOD OF THE RATING AGREEMENT

This rating agreement will apply on a combined basis to the coverages as specified in Section I, Coverages Included, for the period commencing... 7-1-85 and terminating 7-1-86.

III. DEFINITION OF TERMS USED IN THE COMPUTATION OF THE RETROSPECTIVE PREMIUM

a. POLICY PREMIUM

Policy premium means the premium for insurance subject to this rating agreement computed in accordance with the provisions of the policies other than this rating agreement and other than any retrospective premium endorsement, premium computation endorsement or premium discount endorsement.

b. STANDARD PREMIUM

Standard premium means policy premium minus the excess premium before the application of any premium discounts.

c. RATABLE INCURRED LOSSES

Ratable incurred losses means the sum of:

1. All losses, including medical, actually paid,
2. reserves for unpaid losses as estimated by the company,
3. premiums on bonds paid for by the company in accordance with the provision of the policies,
4. interest occurring after entry of a judgment against the insured,
5. allocated loss adjustment expenses, and
6. expenses incurred in seeking recovery against a third party, provided as respects the insurance afforded under any
  - A. Worker's Compensation and Employer's Liability policy
    1. item 3 above shall not apply
    2. item 5 above shall apply as respects Employer's Liability coverage only,
    3. item 6 above shall apply only if recovery is obtained against the third party.

For the purpose of this definition:

General Liability ratable incurred losses arising out of a single occurrence shall be limited to \$100,000.

IV. RETROSPECTIVE RATING FORMULA

Retrospective Premium means the sum of:

The standard premium multiplied by .272 plus the ratable insured losses multiplied by a factor of 1.20- each multiplied by the tax multiplier of (1.032),

Minimum retrospective premium is the amount obtained by the application of a factor of .40 to the standard premium.

Maximum retrospective premium is obtained by the application of a factor of 1.10 to the standard premium.

V. EXCESS PREMIUM1. GENERAL LIABILITY EXCESS PREMIUM

Premium produced by the following rate per \$1000 of sales audited under the provisions of the General Liability policy.

Discounted Rate \$ .058

VI. DATES OF COMPUTATION OF RETROSPECTIVE PREMIUM ( 1 year )

A computation of the retrospective premium based upon the standard and other premium basis and incurred losses, such losses to be valued as of a date six months after termination of the policies, shall be made by the company as soon as practicable after such valuation date.

A further computation of the retrospective premium based upon incurred losses valued as of a date eighteen months after termination of the policies, shall be made by the company as soon as practicable after such valuation date. Such further computation shall be final unless, within ninety days after issuance, the company or the named insured requests a further computation. Any subsequent computations, to be made only at intervals of twelve months, shall be subject to a similar procedure.

VII. PAYMENT OF RETROSPECTIVE PREMIUM

After each computation if the premium thus computed exceeds the premium previously paid for insurance subject to this rating agreement, the name insured shall pay the difference to the company; if less, the company shall return the difference to the named insured.

VIII. CANCELLATION

The cancellation prior to the end of the period of the rating agreement of any policy designated in Section I or rewrites thereof shall be deemed to be cancellation of this rating agreement and the retrospective premium shall be computed in accordance with the following provisions:

a. Cancellation by the Named Insured

In the event of cancellation by the named insured,

- (1) The standard premium for the period in which cancellation is effective shall be computed by applying the short rate percentage corresponding to the time the policy was in force to the standard premium extended pro-rata to a full annual basis. Such standard premium shall be used in computation of the retrospective premium and the Excess Premium and such standard premium shall be the minimum and such premium basis shall be used in computing the minimum premium

- (2) In computing the maximum retrospective premium the standard premium shall be the audited standard premium to the date of cancellation and then extended pro-rata from the date of cancellation to the end of the period of the rating agreement. Cancellation by the company because of non-payment of premium by the named insured shall be deemed to be cancellation by the named insured for the purpose of computing the maximum premium.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement provided, however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement, provided, however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Accepted By \_\_\_\_\_  
Allegheny Ludlum Steel Corp.

Date \_\_\_\_\_

Title \_\_\_\_\_

It is agreed that End. #13 is cancelled.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ \_\_\_\_\_  
Effective Date 7-1-85 Expiration Date 7-1-86  
For attachment to Policy or Bond No. LG1-181-036657-055  
Audit Basis 1  
Issued to Allegheny Ludlum Steel Corporation, et al

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keene* SECRETARY  
*Ray L. Conroy* PRESIDENT

LOC-1

Countersigned by .....  
Authorized Representative

Issued ks 4-14-86

Sales Office and No. Pgh. 831

End. Serial No. 16



It is agreed that:

The policy jacket is amended as follows:

1. SNOWMOBILE LIABILITY COVERAGE

Exclusion (c) (2) is deleted with respect to bodily injury or property damage arising out of the operation or use of a snowmobile or trailer designed for use therewith provided that such bodily injury or property damage arises out of the conduct of the named insured's business.

2. AMENDMENT OF SUPPLEMENTARY PAYMENTS PROVISION (II)

The Supplementary Payments provision with respect to "reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day" is amended by substituting the amount of "\$100 per day" for "\$25 per day."

3. III PERSONS INSURED IS AMENDED BY THE FOLLOWING:

f. Additional Interest Provision:

It is agreed that

such insurance as is afforded by this policy is extended to include the interest of others for whom the Insured has agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed:

- a) The scope of Coverage and/or Limits of this Policy.
- b) The scope of Coverage and/or Limits required by said Contract or Agreement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date 7-1-85

Expiration Date 7-1-86

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis 1

Issued to Allegheny Ludlum Steel Corporation, et al

- ☒ LIBERTY MUTUAL INSURANCE COMPANY
- ☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keene* SECRETARY  
*Ray L. Canty* PRESIDENT

LOC-1

Countersigned by

*Christa Zimmerman*  
Authorized Representative

Issued djd 6-26-86

Sales Office and No. Pitts. 831

End Serial No. 21

AMENDATORY ENDORSEMENT

"It is agreed that the Personal Injury Liability Coverage of Section II of the Broad Form G-222 Endorsement is deleted and replaced by the provisions of endorsement LG 2050 RI, Personal Injury Liability Insurance.

It is further agreed that the Advertising Injury Liability Coverage provided by Section II of the G-222 shall not be affected by this change."

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date 7-1-85

Expiration Date 7-1-86

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis 1

Issued to Allegheny Ludlum Steel Corporation, et al

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Kane* SECRETARY  
*Sam L. Countryman* PRESIDENT

LOC-1

Countersigned by

*Charles A. Zimmerman*  
Authorized Representative

Issued djd 6-26-86

Sales Office and No.

Pitts. 831 End. Serial No. 20



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT**

**I. CONTRACTUAL LIABILITY COVERAGE**

- (A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.
- (B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:
  - (1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;
  - (2) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including
    - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
    - (b) supervisory, inspection or engineering services;
  - (3) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
    - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
    - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;
  - (4) to any obligation for which the **insured** may be held liable in an action on a contract by a third party beneficiary for **bodily injury** or **property damage** arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
  - (5) to **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad

property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

- (C) The following exclusions applicable to Coverages A (**Bodily Injury**) and B (**Property Damage**) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

- (D) The following additional condition applies:

**Arbitration**

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

**II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE**

- (A) The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
  - (1) to liability assumed by the **insured** under any contract or agreement;
  - (2) to **personal injury** or **advertising injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured**;
  - (3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT — (Continued)**

**named insured** was made prior to the effective date of this insurance:

- (4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;
- (5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in the declarations of the policy as a **named insured**;
- (6) to **advertising injury** arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to **advertising injury**
  - (a) to any **insured** in the business of advertising, broadcasting, publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the **insured** with actual malice.

**(C) Limits of Liability**

Regardless of the number of (1) **insureds** hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

**(D) Additional Definitions**

"**Advertising Injury**" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, viola-

tion of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"**Personal Injury**" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
  - (a) of a libel or slander or other defamatory or disparaging material, or
  - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury**.

**III. PREMISES MEDICAL PAYMENTS COVERAGE**

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury** provided such **bodily injury** arises out of (a) a condition in the **insured premises**, or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under the policy.

This insurance does not apply:

**(A) to bodily injury**

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (a) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
  - (b) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;

**(2) arising out of**

- (a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or

preparation for any such contest or activity, or

- (b) the operation or use of any snowmobile or trailer designed for use therewith.

- (i) owned or operated by or rented or loaned to any **insured**, or

- (ii) operated by any person in the course of his employment by any **insured**;

- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (a) any watercraft owned or operated by or rented or loaned to any **insured**, or

- (b) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on the **insured premises**;

- (4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

**(B) to bodily injury**

- (1) included within the **completed operations hazard** or the **products hazard**;

- (2) arising out of operations performed for the **named insured** by independent contractors other than

- (a) maintenance and repair of the **insured premises**, or

- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (3) resulting from the selling, serving or giving of any alcoholic beverage

- (a) in violation of any statute, ordinance or regulation,

- (b) to a minor,

- (c) to a person under the influence of alcohol, or

- (d) which causes or contributes to the intoxication of any person,

if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor:

- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

**(C) to bodily injury**

- (1) to the **named insured**, any partner thereof, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

- (2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

- (3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

- (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

- (6) if the **named insured** is a club, to any member of the **named insured**;

- (7) if the **named insured** is a hotel, motel, or tourist court, to any guest of the **named insured**;

- (D) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

**LIMITS OF LIABILITY**

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in



the policy as applicable to "each **occurrence**".

When more than one **medical payments** coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

#### ADDITIONAL DEFINITIONS

When used herein:

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land.

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

#### ADDITIONAL CONDITION

##### Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the **insured** or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the **named insured's** business, provided the **named insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### V. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire

- (A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the **insured** under any contract or agreement.

- (B) The limit of **property damage** liability as

respects this Fire Legal Liability Coverage — Real Property is \$50,000 each **occurrence** unless otherwise stated in the schedule of this endorsement

- (C) The Fire Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

#### VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:

- (1) to property owned or occupied by or rented to the **insured**, or, except with respect to the use of **elevators**, to property held by the **insured** for sale or entrusted to the **insured** for storage or safekeeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of **elevators**
  - (a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,
  - (b) to tools or equipment while being used by the **insured** in performing his operations,
  - (c) to property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,
  - (d) to that particular part of any property, not on premises owned by or rented to the **insured**,
    - (i) upon which operations are being performed by or on behalf of the **insured** at the time of the **property damage** arising out of such operations, or
    - (ii) out of which any **property damage** arises, or
    - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **insured**;



**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT — (Continued)**

- (3) with respect to the **completed operations hazard** and with respect to any classification stated in the policy or in the company's manual as "including completed operations" to **property damage** to work performed by the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

**VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the **insured** for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any **insured** engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

**VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)**

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

**IX. LIMITED WORLDWIDE LIABILITY COVERAGE**

The definition of **policy territory** is amended to include the following:

- (4) Anywhere in the world with respect to **bodily injury, property damage, personal injury or advertising injury** arising out of the activities of any **insured** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to **bodily injury or property damage** included within the **completed operations hazard** or the **products hazard**;
- (b) to Premises Medical Payments Coverage.

**X. ADDITIONAL PERSONS INSURED**

As respects **bodily injury, property damage and personal injury and advertising injury** coverages, under the provision "Persons Insured", the following are added as **insureds**:

- (A) Spouse — Partnership — If the **named insured** is a partnership, the spouse of a partner but only with respect to the conduct of the business of the **named insured**;
- (B) Employee — Any employee (other than executive officers) of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
  - (1) to **bodily injury or personal injury** to another employee of the **named insured** arising out of or in the course of his employment;
  - (2) to **personal injury or advertising injury** to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
  - (3) to **property damage** to property owned.

occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the **named insured**, or by the **named insured** or, if the **named insured** is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

#### XI. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the **insured** which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

#### XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word **insured** shall include as **named insured** any organization which is acquired or formed by the **named insured** and over which the **named insured** maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** with respect to which such new organization under this policy is also an **insured** under any other similar liability or indemnity policy or would be an **insured** under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the **named insured**.

#### Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:

Limit of Liability \$ \_\_\_\_\_ Aggregate

Limit of Liability — Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:

\$ 5,000 each person.

Limit of Liability — Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:

\$ 100,000 per occurrence.

#### Premium Basis

#### Advance Premium

\_\_\_\_\_ % of the Total Comprehensive General Liability  
Bodily Injury and Property Damage Premium as  
Otherwise Determined.

99990 \$ Included  
in  
Composite

MINIMUM PREMIUM \$

It is agreed that End. #3, is Cancelled.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite

Effective Date 7-1-85

Expiration Date 7-1-86

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis 1

Issued to Allegheny Ludlum Steel Corporation, et al

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Keene* SECRETARY  
*Ray L. Conroy* PRESIDENT  
*Charles H. Zimmerman* Authorized Representative

LOC-1

Countersigned by

Issued djd 6-26-86

Sales Office and No. Pitts. 831

End. Serial No. 18

FINAL RETROSPECTIVE PREMIUM ENDORSEMENT

ONE YEAR PLAN

ALLEGHENY LUDLUM STEEL CORPORATION

It is agreed that irrespective of other Premium Retrospective Endorsements, the Final Retrospective Premium for the policies listed below shall be the premiums computed in accordance with the provisions of the following retrospective rating agreement subject to the maximum and minimum retrospective premiums, plus the discounted excess premium.

I. COVERAGES INCLUDED

The rating agreement applies to the following lines of insurance:

All General Liability

provided under the policies listed below and rewrites thereof:

LIST OF POLICIES:

LG1-181-036657-055

II. PERIOD OF THE RATING AGREEMENT

This rating agreement will apply on a combined basis to the coverages as specified in Section I, Coverages Included, for the period commencing... 7-1-85 and terminating 7-1-86.

III. DEFINITION OF TERMS USED IN THE COMPUTATION OF THE RETROSPECTIVE PREMIUM

a. POLICY PREMIUM

Policy premium means the premium for insurance subject to this rating agreement computed in accordance with the provisions of the policies other than this rating agreement and other than any retrospective premium endorsement, premium computation endorsement or premium discount endorsement.

b. STANDARD PREMIUM

Standard premium means policy premium minus the excess premium before the application of any premium discounts.

c. RATABLE INCURRED LOSSES

Ratable incurred losses means the sum of:

1. All losses, including medical, actually paid,
2. reserves for unpaid losses as estimated by the company,
3. premiums on bonds paid for by the company in accordance with the provision of the policies,
4. interest occurring after entry of a judgment against the insured,
5. allocated loss adjustment expenses, and
6. expenses incurred in seeking recovery against a third party, provided as respects the insurance afforded under any

A. Worker's Compensation and Employer's Liability policy

1. item 3 above shall not apply
2. item 5 above shall apply as respects Employer's Liability coverage only,
3. item 6 above shall apply only if recovery is obtained against the third party.

For the purpose of this definition:

General Liability ratable incurred losses arising out of a single occurrence shall be limited to \$100,000.

IV. RETROSPECTIVE RATING FORMULA

Retrospective Premium means the sum of:

The standard premium multiplied by .272 plus the ratable insured losses multiplied by a factor of 1.20- each multiplied by the tax multiplier of (1.032),

Minimum retrospective premium is the amount obtained by the application of a factor of .40 to the standard premium.

Maximum retrospective premium is obtained by the application of a factor of 1.10 to the standard premium.

V. EXCESS PREMIUM

1. GENERAL LIABILITY EXCESS PREMIUM

Premium produced by the following rate per \$1000 of sales audited under the provisions of the General Liability policy.

Discounted Rate \$ .058

VI. DATES OF COMPUTATION OF RETROSPECTIVE PREMIUM ( 1 year )

A computation of the retrospective premium based upon the standard and other premium basis and incurred losses, such losses to be valued as of a date six months after termination of the policies, shall be made by the company as soon as practicable after such valuation date.

A further computation of the retrospective premium based upon incurred losses valued as of a date eighteen months after termination of the policies, shall be made by the company as soon as practicable after such valuation date. Such further computation shall be final unless, within ninety days after issuance, the company or the named insured requests a further computation. Any subsequent computations, to be made only at intervals of twelve months, shall be subject to a similar procedure.

VII. PAYMENT OF RETROSPECTIVE PREMIUM

After each computation if the premium thus computed exceeds the premium previously paid for insurance subject to this rating agreement, the name insured shall pay the difference to the company; if less, the company shall return the difference to the named insured.

VIII. CANCELLATION

The cancellation prior to the end of the period of the rating agreement of any policy designated in Section I or rewrites thereof shall be deemed to be cancellation of this rating agreement and the retrospective premium shall be computed in accordance with the following provisions:

a. Cancellation by the Named Insured

In the event of cancellation by the named insured,

- (1) The standard premium for the period in which cancellation is effective shall be computed by applying the short rate percentage corresponding to the time the policy was in force to the standard premium extended pro-rata to a full annual basis. Such standard premium shall be used in computation of the retrospective premium and the Excess Premium and such standard premium shall be the minimum and such premium basis shall be used in computing the minimum premium

- (2) In computing the maximum retrospective premium the standard premium shall be the audited standard premium to the date of cancellation and then extended pro-rata from the date of cancellation to the end of the period of the rating agreement. Cancellation by the company because of non-payment of premium by the named insured shall be deemed to be cancellation by the named insured for the purpose of computing the maximum premium.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement provided, however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Cancellation of the insurance applying to a part of the operations as designated in the declarations of the policies listed in Section I is deemed to be cancellation of the entire rating agreement, provided, however, that cancellation of insurance applying to that part of operations which are discontinued or sold by the insured shall not be deemed to be cancellation of the rating agreement.

Accepted By *Dr. Beldy*  
Allegheny Ludlum Steel Corp.

Date 5-5-81

Title Dir, Risk Mgmt

It is agreed that End. #16, is Cancelled.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date 7-1-85

Expiration Date 7-1-86

For attachment to Policy or Bond No. LG1-181-036657-055

Audit Basis 1

Issued to Allegheny Ludlum Steel Corporation, et al

- ☒ LIBERTY MUTUAL INSURANCE COMPANY  
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY  
☐ LIBERTY INSURANCE CORPORATION

*Stephen W. Kane* *Ray L. Contryman*  
SECRETARY PRESIDENT

LOC-1

Countersigned by

*Christa Zimmerman*  
Authorized Representative  
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Issued djd 6-26-86

Sales Office and No. Pitts. 831

End. Serial No. 17